

# ATTACHMENT 57

## Restore Robotics LLC v Intuitive Surgical

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1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF FLORIDA  
3                   PANAMA CITY DIVISION

4   RESTORE ROBOTICS LLC, RESTORE )  
   ROBOTICS REPAIRS LLC, AND CLIF)

5   PARKER ROBOTICS LLC,                 )

)

6                 Plaintiffs,                 )

) CIVIL ACTION FILE

7   vs.   ) NO. 5:19-CV-55-TKW-MJF

)

8   INTUITIVE SURGICAL, INC.,             )

)

9                 Defendant.                 )

)

10   INTUITIVE SURGICAL, INC.,            )

)

11                Counterclaimant,            )

   vs.   )

)

12                RESTORE ROBOTICS LLC and         )

13   RESTORE ROBOTICS REPAIRS LLC,         )

)

14                Counterclaimant Defendants.)

15   HIGHLY CONFIDENTIAL

16   VIDEOTAPED ZOOM DEPOSITION OF

17   CAIRO WASFY

18   May 18, 2021

19   2:03 p.m., Central Time

20   Robin K. Ferrill, CCR-B-1936, RPR

## Restore Robotics LLC v Intuitive Surgical

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1 Q. Did you have a plan for how Ardent would  
2 handle these service limitations if Ardent signed the  
3 contract with Restore Robotics?

4 MR. FOLGER: Objection to form.

5 A. At the time, the strategy was to have --  
6 was to have both Restore and Intuitive.

7 Q. (By Mr. Berhold) And how did you envision  
8 that work breaking down or being arranged?

9 A. Just really for Restore to do the certain  
10 repairs and then have a separate service agreement  
11 with Intuitive on software issues, other repairs that  
12 can be fixed and the XI. The XI is the more advanced  
13 robot that actually Restore cannot repair at all.

14 MR. BERHOLD: Chris, can we pull up HMC 39?

15 THE CONCIERGE: Sure. Please stand by.

16 This has been introduced as Wasfy

17 Exhibit 8.

18 (Wasfy Exhibit 8, Email string to Koch from  
19 Talley, 5/6/2020, marked for identification.)

20 A. I recall this e-mail as well.

21 Q. (By Mr. Berhold) Okay. And the date on  
22 this e-mail, what is the date on this e-mail?

23 A. It looks like May, May 6th, 2020.

24 MR. BERHOLD: Chris, could we go back to  
25 Exhibit 7 briefly?

1 A. "We need an answer ASAP, please."

2 Q. And why did you tell Mr. Lowe that we need  
3 an answer ASAP, please?

4 A. Simply I didn't want to cancel surgeries or  
5 move them from robotics to open -- what they call  
6 manual open procedures.

7 MR. BERHOLD: Chris, can we turn to  
8 MGMT 452?

9 THE CONCIERGE: Sure. Please stand by.  
10 That has been introduced as Wasfy  
11 Exhibit 11.

12 (Wasfy Exhibit 11, Email string to Lowe  
13 from Wasfy, 5/12/2020, marked for  
14 identification.)

15 THE WITNESS: Can we scroll down, please?  
16 Keep going. Okay. Let's stop there for a  
17 second.

18 Yes. I recall this.

19 Q. (By Mr. Berhold) Now, what is Exhibit 11?

20 A. It's the dialogue between me and Josh Lowe  
21 from Intuitive to get the previous, I guess,  
22 Exhibit 10 or 9 resolved. The robot in OR-4.

23 Q. Can you walk me through the e-mail string  
24 starting with the first e-mail from Mr. Lowe?

25 A. Sure. So we spoke on the phone and Josh

1 sent me the e-mail just to recap that in order for  
2 us, for Intuitive to resolve the issue, four things  
3 has to take place. Oops, moving too far.

4 MR. BERHOLD: Can you scroll down to the  
5 bottom?

6 A. So first they have got to replace any  
7 components that was altered or replaced by any other  
8 third-party. Bring that PM, preventative  
9 maintenance, up to date because I don't think it was  
10 up to date on this too -- or, I'm sorry, on the OR-4  
11 robot.

12 And if one and two are done, the system  
13 should be ready to use -- I guess he was saying if  
14 the PM does not solve the issue further,  
15 troubleshooting would be required to restore the  
16 system and the project went into safe state, which I  
17 believe that's doing something to the software.

18 And then four was basically asking us to  
19 not have a third-party for anybody doing any altering  
20 or tampering with an Intuitive robot to maintain or  
21 service the system in the future.

22 Q (By Mr. Berhold) Was your understanding  
23 that Intuitive would not perform any service on the  
24 robot if Ardent used any third parties for any other  
25 repairs on the robot?

1 MR. FOLGER: Objection to form.

2 A. That's correct.

3 Q. (By Mr. Berhold) Can you walk me through  
4 the rest of the e-mail string?

5 A. Sure. Can we go up Amie?

6 So I asked what the preventative  
7 maintenance would cost per year for a robot. And it  
8 looks like it was 20,000. I believe it's done twice  
9 a year, \$10,000 each.

10 And then scroll back up.

11 And I asked Josh if we agreed, do we have  
12 assurance that the robot will be fixed immediately.

13 Q. Why did you ask about fixing the robot  
14 ASAP?

15 A. As I stated earlier, I mean, we can't --  
16 can't reschedule surgeries or move from robotic to a  
17 different method for certain surgeries.

18 MR. BERHOLD: Chris, can we go to MGMT 454?

19 THE CONCIERGE: Sure. Please stand by.

20 That has been introduced as Wasfy Exhibit 12.

21 (Wasfy Exhibit 12, Email string to Lowe  
22 from Wasfy, 5/12/2020, marked for  
23 identification.)

24 THE WITNESS: Yes, I've got it.

25 Q. (By Mr. Berhold) All right. Do you

## C E R T I F I C A T E

STATE OF GEORGIA )

) ss.:

FULTON COUNTY )

I, Robin Ferrill, Certified Court Reporter  
within the State of Georgia, do hereby certify:

That Cairo Wasfy, the witness whose  
deposition is hereinbefore set forth, was duly sworn  
by me and that such deposition is a true record of  
the testimony given by such witness.

I further certify that I am not related to  
any of the parties to this action by blood or  
marriage; and that I am in no way interested in the  
outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set  
my hand this 19th day of May, 2021.



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ROBIN K. FERRILL, RPR